


Invitation to Bid

Earl K. Long Medical Center			BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 000978 OPENING DATE : 06/10/2010			June 10,2010	11:00 AM
		Return Bid in Envelope/Labels Provided to: Purchasing Department 5825 Airline Highway Baton Rouge LA 70805		
		BUYER : Griffin, Nancy D BUYER PHONE : 225/358-2502 DATE ISSUED : 05/03/2010 REQ. NO : 0019384 FISCAL YEAR : 2011		
LITHOTRIPSY SERVICE - LSUHSC				
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none">1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.2. FILL IN ALL BLANK SPACES.3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none">* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION. <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none">* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.				
VENDOR PHONE NUMBER:		TITLE	DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

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<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____
 SPECIFY THE LINE NUMBER (S) _____
 SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
 (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)
 DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
 IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____
 FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
 PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p>HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

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<p>SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.</p> <p>33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHSCD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHSCD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.</p> <p>33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHSCD.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.</p>	

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RETURN ENVELOPES FOR BIDS SHOULD INCLUDE THE SOLICITATION NUMBER AND THE BID OPENING DATE MARKED ON THE OUTSIDE OF THE ENVELOPE.

SPECIFICATIONS FOR MOBILE LITHOTRIPSY SERVICES

1. Introduction:

1.1 Earl K. Long Medical Center (EKLMC) 5825 Airline Highway, Baton Rouge, La. 70805, Leonard J. Chabert Medical Center (LJC) 1978 Industrial Blvd, Houma, LA 70363, INTERIM LSU PUBLIC HOSPITAL (ILH)(formerly: Medical Center of Louisiana & Charity (MCLNO) 2026 Gravier Street, New Orleans, LA 70112, and Washington St. Tammany Med Ctr dba:Bogalusa Medical Center (BMC), 433 Plaza St. ,Bogalusa, LA 70427 will require Lithotripsy service along with any auxiliary buildings in which medical care may be delivered.

1.2 EKLMC, LJC, ILH and BMC is seeking a single contractor to provide mobile lithotripsy services for patients at the hospital.

1.3 For the purposes of this document, the terms vendor, bidder or contractor are interchangeable.

2. Effective Date and Term:

2.1 This contract will be effective from July 1, 2010 and end June 30, 2011. At the option of EKLMC, LJC, ILH, and BMC and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods at the same pricing, terms and conditions. Contract is not to exceed thirty-six (36) months.

3. Contractor Experience and References:

3.1 Contractor must have a minimum of three (3) years experience performing services in a mobile setting comparable to that required under this contract. Documentation of experience may be provided with bid response and must be provided prior to award.

3.2 Bidder must provide letters of reference from three (3) healthcare facilities with whom they have existing contractual arrangements and the names of three (3) healthcare facilities with whom their services were terminated, with or without cause, during the past five (5) years or provide an attestation that no such clients exist. These documents may be provided with the bid response and must be provided prior to award.

3.3 Bidder must have adequate financial resources to insure full and proper performance of the contract. The State of Louisiana reserves the right to examine audited financial statements of bidder at EKLMC's, LJC's, ILH's, and BCM's request.

3.4 Contractor shall do all acts necessary to comply with all federal state and local laws and regulations applicable to the ownership and operation of ESL equipment and provide documentation

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<p>of same prior to any work being performed under the contract.</p> <p>4. Contractor's Responsibilities:</p> <p>4.1 The ESL machine will be mobile and easily transported into site(s) designated by EKLMC, LJC, ILH, and BMC for a length of time that is determined by the number of procedures scheduled, for a minimum of one (1) day per week, every other week, which may not be the same day every other week, or more, if volume increases.</p> <p>4.2 The lithotripter should be able to easily treat patients over three hundred (300) pounds as well as small pediatric patients.</p> <p>4.3 The ESL services should decrease anesthesia requirements by minimizing or eliminating the need for intubation in favor of intravenous monitored sedation, provided by anesthesia personnel. There should also be decreased operative time, an average of thirty (30) minutes, from first shock to last shock.</p> <p>4.4 The service should be easy to operate, with a minimum of down time, due to few or no moving parts.</p> <p>4.5 The ESL services should have close to a ninety percent (90%) success rate for fragmenting stones one (1) centimeter or less. The re-treatment rate overall should not exceed approximately fifteen percent (15%), including the large staghorn calculi.</p> <p>4.6 Contractor shall use its best efforts to make the mobile lithotripter unit available to satisfy demand and/or scheduling. Any maintenance, repair or downtime shall not be included in EKLMC's , LJC's, ILH's, and BMC's service schedule and/or the determination of available treatment time.</p> <p>4.7 EKLMC, LJC, ILH, and BMC reserves the right to use another lithotripsy service in the event contractor is not able to provide service on the scheduled day.</p> <p>4.8 Contractor shall have an ESL trained Medical Director available by phone to assist the physicians, if necessary, during treatments. The Medical Director should also help trouble-shoot lithotripsy patient's pre and post-operatively, maintain monthly statistics and ensure quality control.</p> <p>4.9 Except for emergencies, all lithotripsy patients will be done on an outpatient basis and will not require hospitalization or transport by ambulance.</p> <p>4.10 The ESL services provided by the contractor are capable of treating stones in any location in the urinary tract.</p> <p>4.11 The ESL services should provide superior imaging, using hard copy x-ray and digitalized "live" fluoroscopic images with last image hold capability for assistance in localization. The imaging capability should be such that the larger stones and smaller stones within the urethra can be pinpointed with ease. The fluoroscopy system should have digitalized enhancement capability</p>	

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<p>with reversible (black on white and white on black) possibilities to distinguish the small stones. The service is capable of locating stones in obese patients or those in whom the stone is relatively less radio-opaque. The imaging should decrease the overall requirement for stent placements.</p> <p>4.12 Contractor shall supply all medical and other supplies necessary for ESL treatment, including, but not limited to, electrodes, lithotripter technician, van, mineral oil, film processor and chemicals, travel expenses, coupling bags and a Litho Diamond LTFS 230 equal or better. It is imperative that vendor verify their specific equipment will fit comfortably into the designated OR room, along with a stretcher to bring patient in; and other normal OR equipment.</p> <p>4.13 Contractor shall be responsible for all maintenance, repair and upkeep of said lithotripter.</p> <p>4.14 Contractor shall provide sufficient employees, properly trained and licensed, to operate said lithotripter. Said personnel shall remain employees of the contractor and EKLMC, LJC, ILH, shall not be responsible for wages, salaries, taxes or fringe benefits paid to or on behalf of said personnel.</p> <p>4.15 Contractor shall provide adequate and complete orientation for physicians desiring to have patients treated with ESL. Physicians will be members of the EKLMC, LJC, ILH, and BMC Medical Staff with privileges for treating kidney stone disease and successfully completed the American Urological Association ESL training or equivalent.</p> <p>4.16 Contractor shall maintain a record of all patients receiving ESL treatment, including each patient's name, medical records number, date of treatment, time treatment began, time treatment ended and identity of all treating personnel for period of six (6) years.</p> <p>4.17 Contractor must provide ongoing educational support to all EKLMC, LJC, ILH, and BMC staff regarding its services. Such educational support will be arranged in conjunction with EKLMC., LJC, ILH and BMC.</p> <p>4.18 Management personnel of the contractor must be available on site with a two (2) hour response time as the need arises.</p> <p>4.19 Personnel supplied by contractor must conform to the EKLMC, LJC, ILH, and BMC personal appearance policy, copies of which may be obtained upon request.</p> <p>4.20 If the lithotripter is unavailable for use by EKLMC, LJC, ILH, and BMC for any reason, EKLMC, LJC, ILH, and BMC reserves the right to obtain the use of another lithotripter. Contractor will not charge EKLMC, LJC, ILH, and BMC for use of the lithotripter when it is unavailable.</p> <p>5. EKLMC, LJC, ILH and BMC Responsibilities:</p> <p>5.1 EKLMC, LJC, ILH and BMC shall provide, at its sole cost and expense, all pre-procedural and post procedural supplies necessary for care of patients receiving ESL treatment and the anesthesia</p>	

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<p>gas tanks for the operation of the lithotripter, including, but not limited to, oxygen, nitrous oxide, isofluorane, suction line(s), pulse oximeter, CO2 monitor, ventilator tube and filter, extra-long breathing circuits (tubes), automatic blood pressure cuff, warmed blankets and towel, EKG monitor, suction tubing and any other drugs, general supplies and disposables used by the or, x-ray and anesthesia.</p> <p>5.2 EKLMC, LJC, ILH, and BMC shall be responsible for the prompt and orderly delivery and retrieval of patients receiving ESL treatments to and from their designated area within EKLMC, LJC, ILH, and BMC shall review and approve all proposed methods and means of transportation of its patients prior to implementation thereof.</p> <p>5.3 EKLMC, LJC, ILH, and BMC shall provide all facilities, medical supplies, personnel and/or physicians necessary to provide patients undergoing ESL treatment with any required emergency care. EKLMC, LJC, ILH, and BMC shall further provide all pre-procedural and post-procedural treatment, diagnostic and recuperative care for all patients receiving ESL treatment.</p> <p>5.4 Physicians on EKLMC's, LJC's, ILH's, and BMC's medical staff shall be responsible for screening patients to determine their suitability for ESL treatment prior to scheduling said treatment and will be responsible for obtaining and providing informed consent from the patient. EKLMC, LJC, ILH, and BMC shall ensure that each patient presented for ESL treatment has in his or her possession a written signed authorization and informed consent to perform said treatment in a form acceptable to EKLMC, LJC, ILH, and BMC and contractor.</p> <p>5.5 EKLMC, LJC, ILH, and BMC shall make its best efforts to comply with and maintain all federal and state licensing and regulatory requirements as may be applicable from time to time for providing contractor with a mobile lithotripsy site.</p> <p>5.6 All anesthesia services required for patients undergoing ESL treatment at EKLMC, LJC, ILH, and BMC shall be provided only by qualified EKLMC Medical Staff that has been granted anesthesia privileges by the EKLMC, LJC, ILH, and BMC Medical Staff.</p> <p>6. Insurance Requirements:</p> <p>6.1 Compensation insurance, public liability and property damage insurance, as outlined below, are required in this bid.</p> <p>Contractor's liability insurance:</p> <p>6.2 Proof of insurance should be supplied with the bid and will be required before work can commence.</p> <p>6.3 Insurance coverage specified below shall be furnished with the following minimum limits:</p> <p>6.3.1 Compensation insurance: the contractor and subcontractors shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the workman's compensation statute, the contractor and</p>	

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<p>subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.</p> <p>6.3.2 Public liability and property damage insurance: Comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.</p> <p>6.3.3 Licensed and non-licensed motor vehicles: the contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.</p> <p>7. Confidentiality:</p> <p>7.1 When applicable, and if necessary to comply with the HIPAA privacy rule, the successful vendor will be required to execute our Business Associate Addendum, which must be returned within ten (10) days after request, when requested. A sample of our current business associate addendum can be found on the HCSD web site at: http://webdev.lsuhs.edu/hcsd/hipaa/.</p> <p>7.2 As patients are transferred between the service contractor and EKLMC, LJC, ILH, and BMC, it is agreed to interchange all pertinent medical records and other patient information necessary to assure continuity of patient care and to assist in billing procedures. It is further agreed to keep all medical records confidential and not to release the patient's information to any other party without written release from the patient or his representative.</p> <p>7.3 All state property, materials and documents are to be left undisturbed and are not to be handled, read or otherwise used by contractor and contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of state property by contractor or contractor's employees shall be cause for immediate contract cancellation. Any liability, including, but not limited to, attorney's fees and court costs, arising from any suit or action brought against LSUHSC-HCSD /or EKLMC, LJC, ILH and BMC because of contractor's release of information, documents, or property shall be borne by contractor.</p> <p>8. Billing Requirements and Payments:</p> <p>8.1 Contractor will receive a set fee for its services from EKLMC, LJC, ILH, and BMC. Contractor shall provide EKLMC, LJC, ILH, and BMC with a daily listing of all services performed. Invoices, in writing, shall then be provided to EKLMC, LJC, ILH, and BMC accounts payable on a weekly basis. Invoices may be sent by regular first class mail, postage prepaid. Vendor should bill in conformity with the purchase order or vendor may experience substantial delays in payment.</p>	

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8.2 After review by EKLMC,, LJC, ILH, and BMC the services will be received by the department and the invoices will be processed for payment. EKLMC, LJC, ILH, and BMC will make payment by check to the contractor on a monthly basis. Under no circumstances will payments be made in advance for services. All patient billing will be handled by EKLMC, LJC, ILH, and BMC.

9. Other General Terms and Conditions:

9.1 The contractor shall not assign any interest in this contract (whether by assignment or novation), without prior written consent of EKLMC, LJC, ILH, and BMC, provided, however, that claims for money due or to become due to the contractor from the State may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of such assignment or transfer shall be furnished promptly to EKLMC, LJC, ILH, and BMC.

9.2 It is hereby agreed that the legislative auditor of the State of Louisiana shall have the option of auditing all accounts of the contractor which relate to this contract. Records will be made available during normal working hours for this purpose.

9.3 LSUHSC - EKLMC , LJC, ILH, and BMC reserves the right to cancel this contract with thirty (30) days advance written notice. Service must be satisfactory; otherwise, contract will be cancelled upon written notice from LSUHSC thirty (30) days before discontinuance of service.

9.4 The listed quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by EKLMC, LJC, ILH, and BMC and LSUHSC-HCSD to increase or decrease the amount, at the unit price stated in the bid.

9.5 Pursuant to 42 U.S.C. 1395X (V) (1) and 42 C.F.R. 402.300 to 402.304, contractor shall, until the expiration of four (4) years after furnishing of the services pursuant to the invitation for bid and purchase order, retain and make available, upon written request by the secretary of the U.S. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the contract and books, documents and records of contractor that are necessary to verify the nature and extent of the cost of the services under this invitation for bid and purchase order.

10. Contact Person for EKLMC, LJC, ILH, and BMC:

10.1 Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to: EKLMC - Melissa Pinson, 225 358-1114, LJC - Kelly Trahan, 985 873-1830, ILH - Robert Arnold, 504 903-2278, BMC - Anna Peters, 985 730-6862, or designee, the names, addresses, telephone and beeper numbers, and e-mail address of such person or persons. This information is to be kept current at all times.

10.2 All correspondence and notices to EKLMC, LJC, ILH, and BMC are to reference the purchase order number and shall be deemed effectively given when personally delivered or sent by certified mail, return receipt requested, addressed as follows:

10.2.1 As to EKLMC, LJC, ILH and BMC:

Purchasing Director

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<p>Earl K. Long Medical Center 5825 Airline Highway Baton Rouge, LA 70805</p> <p>Purchasing Director Leonard J Charbert Medical Center 1978 Industrial Blvd. Houma, LA 70363</p> <p>Purchasing Director Interim LSU Public Hospital (formerly):Medical Center of Louisiana & Charity(MCLNO) 2026 Gravier Street New Orleans, LA 70112</p> <p>Purchasing Director Washington St. Tammany Med. Ctr. dba: Bogalusa Medical Center 433 Plaza St. Bogalusa, LA 70427</p> <p>10.2.2 As to contractor: Address on bid</p> <p>11. Status of Contractor:</p> <p>11.1 It is acknowledged by the contractor and EKLMC, LJC, ILH, and BMC that contractor is an "independent contractor" and nothing in this invitation for bid and subsequent purchase order is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow EKLMC, LJC,ILH, and BMC to exercise control or direction over the manner or method by which contractor performs its responsibilities under this contract. Contractor understands and agrees that for its employees who perform services on the premises of EKLMC, LJC, ILH, and BMC remain employees of and under the control of contractor.</p> <p>12. Length of Time Bids to Remain Valid:</p> <p>12.1 Bids shall remain valid for a period of forty-five (45) days.</p> <p>*****</p> <p>THIS CONTRACT WILL BE FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING JULY 1, 2010 THRU JUNE 30, 2011.</p> <p>AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.</p> <p>SCOPE OF WORK-SERVICE WILL BE INCLUSIVE OF ALL LABOR, MATERIALS, EQUIPMENTS, SUPERVISION, FREIGHT/SHIPPING, INSURANCE, PERMITS AND OR ANY OTHER MISCELLANEOUS CHARGES TO PRODUCE A COMPLETED</p>	

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<p>SERVICE THAT IS ACCEPTABLE TO THE AGENCY.</p> <p>*****</p> <p>SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM LSUHSC THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.</p> <p>THE UNIT PRICE IS THE ALL-INCLUSIVE COST OF PROVIDING THE SERVICE ACCORDING TO THE SPECIFICATIONS , TERMS AND CONDITIONS OF THIS SOLICITATION.</p> <p>*****</p> <p>THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID. LSUHSC RESERVES TO RIGHT TO ADD OTHER LSU HOSPITALS ON AN AS NEED BASIS AT THE UNIT PRICE STATED IN THE BID.</p> <p>LSU HOSPITALS DOES NOT OBLIGATE ITSELF TO CONTRACT FOR OR ACCEPT MORE THAN ITS ACTUAL REQUIREMENTS DURING THE PERIOD OF THIS AGREEMENT. AS DETERMINED BY ACTUAL NEEDS AND AVAILABILITY OF APPROPRIATED FUNDS.</p> <p>*****</p> <p>AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.</p>	

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UNLESS SPECIFIED ELSEWHERE SHIP TO: 5825 Airline Highway Baton Rouge LA 70805					
Line No.	Description			Unit Price	Extended Amount
1	MOBILE LITHOTRIPTY SERVICE FOR EARL K. LONG MEDICAL CENTER LOCATED AT 5825 AIRLINE HWY, BATON ROUGE, LA 70805 EFFECTIVE DATES JULY 1, 2010 THRU JUNE 30, 2011. THE UNIT OF MEASURE IS PER PROCEDURE. Specify brand, model bid(if applicable) _____	36.00	EA		
2	MOBILE LITHOTRIPTY SERVICE FOR LEONARD J. CHABERT MEDICAL CENTER LOCATED AT 1978 INDUSTRIAL BLVD, HOUMA, LA 70363 EFFECTIVE DATES JULY 1, 2010 THRU JUNE 30, 2011. THE UNIT OF MEASURE IS PER PROCEDURE. Specify brand, model bid(if applicable) _____	150.00	EA		
3	MOBILE LITHOTRIPTY SERVICE FOR INTERIM LSU PUBLIC HOSPITAL (FORMERLY : MCLNO) LOCATED AT 2026 GRAVIER STREET, NEW ORLEANS, LA 70112 EFFECTIVE DATES JULY 1, 2010 THRU JUNE 30, 2011. THE UNIT OF MEASURE IS PER PROCEDURE. Specify brand, model bid(if applicable) _____	120.00	EA		
4	MOBILE LITHOTRIPTY SERVICE FOR WASHINGTON ST. TAMMANY MED CTR. dba: BOGALUSA MEDICAL CENTER LOCATED AT 433 PLAZA ST., BOGALUSA, LA 70427 EFFECTIVE DATES JULY 1, 2010 THRU JUNE 30, 2011. THE UNIT OF MEASURE IS PER PROCEDURE. Specify brand, model bid(if applicable) _____	36.00	EA		